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Attorney Docket No. 28069-547 CIP2

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANTS: Parikh
APPLICATION NO. 09/282,471
FILING DATE: March 31, 1999
FOR: Fenofibrate Microparticles

EXAMINER: James M. Spear
ART UNIT: 1618

MAIL STOP AMENDMENT

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

TERMINAL DISCLAIMER

The owner, Jagotec AG., of 100 percent interest in the instant application (by virtue of the documentary evidence submitted herewith) hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term of any patent granted on co-pending reference U.S. Application Number 10/260,788, filed September 30, 2002, as such term is defined in 35 U.S.C. §154 to 156 and 173, as the term of any patent granted on said reference application may be shortened by any terminal disclaimer filed prior to the grant of any patent on the pending reference application. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and any patent granted on the reference application are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. § 154 to 156 and 173 of any patent granted on said reference application, as the term of any patent granted on said reference application may be shortened by any terminal disclaimer filed prior to the grant of any patent on the pending reference application, in the event that any such patent:

BEST AVAILABLE COPY

07/10/2006 HGT/EMAI 00000039 09282471

130.00 D

02 FC:1814

APPLICANT: Parikh
SERIAL NUMBER: 09/282,471

granted on the pending reference application: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer filed prior to its grant.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

The undersigned, as Applicant's attorneys of record, file this Terminal Disclaimer and the corresponding fee required by 37 C.F.R. § 1.20(d). The Commissioner is authorized to charge any additional fees or credit any overpayment to the account of the undersigned, Deposit Account No. 50-0311, Ref. No. 28069-547 CIP2.

Respectfully submitted,

Dated: July 5, 2006



Naomi S. Biswas, Reg. No. 38,384
Charles E. Bell, Reg. No. 48,128
Attorneys for Applicants
c/o MINTZ LEVIN
Telephone: (617) 542-6000
Facsimile: (617) 542-2241
Customer Number 30623.



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANTS: Parikh

APPLICATION NO. 09/282,471

EXAMINER: James M. Spear

FILING DATE: March 31, 1999

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Alexandria, VA 22313-1450

DOCUMENTARY EVIDENCE OF CHAIN OF TITLE ACCOMPANYING
TERMINAL DISCLAIMER

The attached documents at Tabs 1-3 are submitted in conjunction with the Terminal Disclaimers in support of Jagotec AG as Assignee of the entire interest in the above-identified patent application.

Jagotec AG is the Assignee of the entire right, title and interest in the patent application identified above by virtue of assignment of the patent application identified above. Jagotec AG is duly empowered as Assignee by virtue of the following documentary evidence, copies of which are enclosed herewith:

1. Assignment from inventor to **RTP Pharma Inc.**, recorded on May 13, 1999, at Reel 009956, Frame 0447, in 1 page;
2. Canadian Articles of Amendment, changing the name of **RTP Pharma Inc.** to **SkyePharma Canada Inc.**, in 2 pages; and
3. Intellectual Property Transfer Agreement dated March 2, 2004, transferring all intellectual property rights owned by **SkyePharma Canada Inc.** to **Jagotec AG**, in 19 pages.

The undersigned are empowered to act on behalf of Jagotec AG as Assignee by virtue of the Revocation and New Power of Attorney filed in the instant application on January 21, 2005.

Respectfully submitted,

Naomi S. Biswas, Reg. No. 38,384
Charles E. Bell, Reg. No. 48,128
Attorneys for Applicants
c/o MINTZ LEVIN
Telephone: (617) 542-6000
Facsimile: (617) 542-2241
Customer Number 30623.

Dated: July 5, 2006



12-141
AC

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JULY 21, 1999

PTAS

NIXON & VANDERHYE P.C.
ARTHUR R. CRAWFORD
1100 NORTH GLEBE ROAD, 8TH FLOOR
ARLINGTON, VIRGINIA 22201



101043443A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 05/13/1999

REEL/FRAME: 009956/0447
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

PARIKH, INDU

DOC DATE: 05/10/1999

ASSIGNEE:

RTP PHARMA INC.
4364 ALSTON AVENUE, SUITE 201
DURHAM, NORTH CAROLINA 27713

SERIAL NUMBER: 09282471

FILING DATE: 03/31/1999

PATENT NUMBER:

ISSUE DATE:

ALLYSON PURNELL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

EV 452428382US



Industry Canada

Industrie Canada



File
Copy

2

Certificate
of Amendment

Canada Business
Corporations Act

Certificat
de modification

Loi canadienne sur
les sociétés par actions

SKYEPHARMA CANADA INC.

328633-9

Name of corporation-Dénomination de la société

Corporation number-Numéro de la société

I hereby certify that the articles of the
above-named corporation were amended:

Je certifie que les statuts de la société
susmentionnée ont été modifiés:

- a) under section 13 of the *Canada Business Corporations Act* in accordance with the attached notice;
- b) under section 27 of the *Canada Business Corporations Act* as set out in the attached articles of amendment designating a series of shares;
- c) under section 179 of the *Canada Business Corporations Act* as set out in the attached articles of amendment;
- d) under section 191 of the *Canada Business Corporations Act* as set out in the attached articles of reorganization;

- a) en vertu de l'article 13 de la *Loi canadienne sur les sociétés par actions*, conformément à l'avis ci-joint;
- b) en vertu de l'article 27 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes désignant une série d'actions;
- c) en vertu de l'article 179 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes;
- d) en vertu de l'article 191 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses de réorganisation ci-jointes;

Director - Directeur

April 24, 2002 / le 24 avril 2002

Date of Amendment - Date de modification

Canada

EV 452428382US

ARTICLES OF AMENDMENT
(SECTION 27 OR 177)

AMENDMENTS
(ARTICLES 27 OU 177)

1 - Name of the Corporation - Dénomination sociale de la société
RTP PHARMA INC.

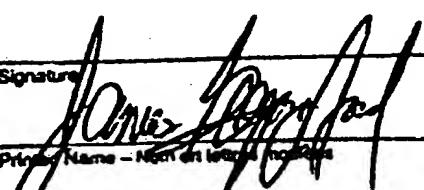
2 - Corporation number - Numéro de la société
328633-9

3 - The articles of the above-named corporation are amended as follows:

Les statuts de la société mentionnée ci-dessus sont modifiés de la
façon suivante :

To change the name of the corporation to:

SKYEPHARMA CANADA INC.

| | | |
|---|--|---|
| Day <i>April 17</i> , 2002 | Signature  | 4 - Capacity of - En qualité de |
| For Departmental Use Only À l'usage du ministère seulement | | Printed Name - Nom en lettres capitales |
| FILED Déposée | | |

(3)

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS AGREEMENT made as of the 2nd day of March, 2004.

BETWEEN:

SkyePharma Canada Inc., a corporation constituted under the laws of Canada having an address at 100 Chemin du Golf, Verdun, Quebec H3E 1H4

(hereinafter referred to as "SkyePharma")

(the party of the **FIRST PART**)

- and -

Jagotec AG, a corporation existing under the laws of Switzerland, having an address at Eptingerstrasse 5, CH-4132 Muttenz, Switzerland

(hereinafter referred to individually as "Jagotec")

(the party of the **SECOND PART**)

RECITALS:

WHEREAS, as of the Effective Date hereof, SkyePharma is the owner of the Intellectual Property Assets and Jagotec is the owner of the Transferred Intellectual Property, Licensed Patent Rights and the Products (as those terms are hereinafter defined);

AND WHEREAS in furtherance of its business Jagotec wishes to acquire the Intellectual Property Assets;

AND WHEREAS in furtherance of its business SkyePharma wishes to acquire the Transferred Intellectual Property and Products, and derive certain rights under the Licensed Patent Rights;

AND WHEREAS Jagotec is not resident in Canada, and is not registered in Canada for the purposes of the *Goods and Services Tax* or *Quebec Sales Tax*;

AND WHEREAS SkyePharma is not resident in Switzerland

NOW THEREFORE in consideration of the promises and the mutual agreements and covenants contained herein and for other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INTERPRETATION

1.1 **Definitions:** In this Agreement, including the recitals above, except where the context or subject matter is inconsistent therewith, the following terms shall have the meanings specified or referred to below and grammatical variations of such terms shall have corresponding meanings:

- (a) **“Agreement”** means this agreement, and all recitals, schedules and appendices attached to or which reference this Agreement and “hereto” and “herein” and similar expressions mean and refer to the Agreement and not to any particular article, section, subsection, or Schedule;
- (b)
- (c) **“Effective Date”** means the date first written above;
- (d)
- (e) **“Licensed Patent Rights”** means rights granted to use inventions that are the subject of the issued patents and pending applications set forth in Schedule 3 and Schedule 4.
- (f) **“Intellectual Property Assets”** means all trade or brand names, business names, trade-marks, trade-mark registrations and applications, service marks, service mark registrations and applications, copyrights, copyright registrations and applications, patents, patent registrations and applications and other patent rights (including any patents issued on such applications or rights, any continuations or continuations-in-

part or divisional applications thereof, any and all reissues or extensions thereof, and the letters patent that may or shall issue therefrom and all rights under the international convention) trade secrets, proprietary manufacturing information and know-how inventor's notes, research data, drawings and designs, formulae, processes, technology and other intellectual property, that is owned by SkyePharma in whole or in part, solely or in conjunction with another person as of the Effective Date (but not including the Transferred Intellectual Property, Licensed Patent Rights or Products), together with all rights under licenses, technology transfer agreements and other agreements or instruments relating to any of the foregoing;

(g)

(h) **“Payment Price”** has the meaning provided at section 3.2 of this Agreement;

(i)

(j) **“Purchase Price”** has the meaning provided at subsection 2.2 of this Agreement; and

(k) **“Transferred Intellectual Property”** means all trade or brand names, business names, trade-marks, trade-mark registrations and applications, service marks, service mark registrations and applications, copyrights, copyright registrations and applications, patents, patent registrations and applications and other patent rights (including any patents issued on such applications or rights any continuations or continuations-in-part or divisional applications thereof, any and all reissues or extensions thereof, and the letters patent that may or shall issue

therefrom and all rights under the international convention) trade secrets, proprietary manufacturing information and know-how, inventions, inventor's notes, designs and drawings, research data, formulae, processes, technology and other intellectual property listed in Schedule 1, Schedule 2 and Schedule 5 to this Agreement together with all rights under licenses, technology transfer agreements or instruments relating to any of the foregoing.

(l)

1.2 Sections and Headings: Division of this Agreement into articles, sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any references in this Agreement to an article, section, subsection or schedule refers to the specified article, section or subsection of or schedule to this Agreement.

1.3 Number, Gender and Persons: In this Agreement, as applicable, words importing the singular number only shall include the plural and vice versa, words importing gender shall include all genders and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities of any kind whatsoever.

1.4 The following Schedules are attached to and form part of this Agreement:

- (a) Schedule 1 –“Transferred Intellectual Property”
- (b) Schedule 2 - “Transferred Intellectual Property”
- (c) Schedule 3 – “Licensed Patent Rights”
- (d) Schedule 4 – “Licensed Patent Rights”
- (e) Schedule 5 – “Transferred Intellectual Property – Trade-marks”

(f) Schedule 6 – “License of Certain Transferred Intellectual Property”

(g) Schedule 7 – “License Agreement of Licensed Patent Rights”

2. INTELLECTUAL PROPERTY ASSETS

2.1 Assignment of Intellectual Property Assets: Subject to the terms and conditions of this Agreement, SkyePharma hereby assigns and transfers to Jagotec all its right, title, interest in, and to the Intellectual Property Assets. SkyePharma shall deliver all or part of the Intellectual Property Assets to Jagotec in a manner to be agreed upon by the parties.

2.2

3. TRANSFERRED INTELLECTUAL PROPERTY, LICENSED PATENT RIGHTS, PRODUCTS AND TRADEMARKS

3.1 Assignment of Transferred Intellectual Property: Subject to the terms and conditions of this Agreement, Jagotec hereby sells, assigns and transfers to SkyePharma all its right, title and interest in and to, the Transferred Intellectual Property set forth in Schedule 1, Schedule 2 and Schedule 5. Jagotec shall deliver all or part of the Transferred Intellectual Property set forth in Schedule 1, Schedule 2 and Schedule 5 to SkyePharma in a manner to be agreed upon by the parties.

3.2 License of Transferred Intellectual Property: With regard to the Transferred Intellectual Property set forth in Schedule 2, upon transferring this Transferred Intellectual Property to SkyePharma in accordance with subsection 3.1, the parties shall enter into a license agreement in the form attached hereto as Schedule 6.

3.3 License of Licensed Patent Rights: With regard to the Licensed Patent Rights set forth in Schedules 3 and 4, the parties shall enter into a license agreement in the form attached hereto as Schedule 7.

4. GENERAL

4.1 Headings: All headings appearing in this Agreement are for convenience only and shall not be construed as interpretations of the text of the Agreement.

4.2 Notices: Unless otherwise set forth in this Agreement, all notices, demands or other communications hereunder shall be in writing (including telecopy) and shall be deemed to have been duly given if delivered during normal business hours by hand, Federal Express, United Parcel Service or other reputable overnight commercial delivery service, by telecopy, confirmation of receipt received or by mail with return receipt requested, addressed as first written above, or to such other address or fax number as may have been finished by such party in writing to the other party. Any such notice, demand or other communication shall be deemed to have been given on the date actually delivered or on the fifth (5th) calendar day after deposit in the mail, postage prepared.

4.3 Severability: If any provision of this Agreement is held to be invalid, such invalidity shall not affect the other provisions of this Agreement.

4.4 Waiver: No waiver by a Party of any particular default or omission committed by the other Party shall affect or impair the rights of that Party in respect of any subsequent default or omission of the same or a different kind. No delay or failure by a Party to exercise any rights in connection with any default or omission committed by the other Party shall affect or impair that Party's rights in respect of that particular default or omission or any subsequent default or omission of the same or different kind.

4.5 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the province of Ontario and the federal laws of Canada applicable in that province, and each party hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom in respect of all matters arising out of this Agreement.

4.6 Amendments, Waivers and Consents: Neither this Agreement nor any of the terms hereof may be changed, waived, discharged or terminated otherwise than by an instrument in writing signed by the Party against which enforcement of such change, waiver, discharge or termination is sought. Any waiver of any term or condition or any breach of any covenant of this Agreement shall not operate as a waiver of any other term or condition or breach, nor shall any failure to enforce any provision hereof operate as a waiver of such provision of any other provision hereof.

4.7 Further Assurances: The parties hereto agree to execute such further and other assurances and documents and to do all things and actions which shall be necessary or proper for carrying out the purposes and intent of this Agreement.

4.8 Counterparts: This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which together are deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their proper and duly authorized officers as of the date first above written.

SKYEPHARMA CANADA INC.

By: 

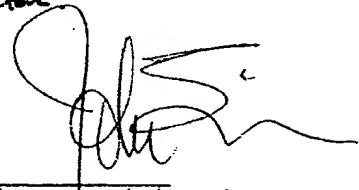
Name: Ronald McGehee

Title: President

JAGOTEC AG

By: 

Name: F. Patalano
Title: Director


John Simmons
Director

SCHEDULE “1” – Transferred Intellectual Property

SkypePharma ref. 3-7

“Pharmaceutical Composition Comprising Hyaluronic Acid for the Clearing of Arteriosclerosis”

| Country | Application No. | Publication No. | Status | Application date | Grant date | SkypePharma Ref: |
|---------------------|-----------------|-----------------|------------|------------------|------------|------------------|
| International (PCT) | PCT/CA95/00243 | WO 95/29683 | Terminated | 27 Apr 95 | - | 3-7-WO |
| Japan | 527900/95 | | Pending | 27 Apr 95 | - | 3-7-JP |
| USA | 08/464,769 | 5,817,642 | Granted | 15 Aug 95 | 06 Oct 98 | 3-7-US-1 |

SkypePharma ref. 3-9

“Treatment of Disease and Conditions Associated with Macrophage Infiltration in Particular Stroke and Myocardial Infarction”

| Country | Application No. | Publication No. | Status | Application date | Grant date | SkypePharma Ref: |
|---------------------|-----------------|-----------------|------------|------------------|------------|------------------|
| Australia | 31070/95 | 701014 | Granted | 02 Aug 95 | 06 May 99 | 3-9-AU |
| Canada | 2130762 | 2130762 | Granted | 24 Aug 94 | 06 Jul 99 | 3-9-CA |
| EPO | 95926813.7 | 0777487 | Granted | 02 Aug 95 | 06 Feb 02 | 3-9-EP |
| Belgium | 95926813.7 | 0777487 | Granted | 02 Aug 95 | 06 Feb 02 | 3-9-EP |
| France | 95926813.7 | 0777487 | Granted | 02 Aug 95 | 06 Feb 02 | 3-9-EP |
| Germany | 95926813.7 | 0777487 | Granted | 02 Aug 95 | 06 Feb 02 | 3-9-EP |
| Italy | 95926813.7 | 0777487 | Granted | 02 Aug 95 | 06 Feb 02 | 3-9-EP |
| Luxembourg | 95926813.7 | 0777487 | Granted | 02 Aug 95 | 06 Feb 02 | 3-9-EP |
| Netherlands | 95926813.7 | 0777487 | Granted | 02 Aug 95 | 06 Feb 02 | 3-9-EP |
| Spain | 95926813.7 | 0777487 | Granted | 02 Aug 95 | 06 Feb 02 | 3-9-EP |
| Switzerland | 95926813.7 | 0777487 | Granted | 02 Aug 95 | 06 Feb 02 | 3-9-EP |
| United Kingdom | 95926813.7 | 0777487 | Granted | 02 Aug 95 | 06 Feb 02 | 3-9-EP |
| Japan | 507669/96 | | Pending | 02 Aug 95 | - | 3-9-JP |
| South Africa | 95/07056 | 95/07056 | Granted | 23 Aug 95 | 26 Jun 96 | 3-9-ZA |
| International (PCT) | PCT/CA95/00467 | WO 96/05845 | Terminated | 02 Aug 95 | - | 3-9-WO |
| USA | 08/295,390 | 5,767,106 | Granted | 25 Aug 94 | 16 Jun 98 | 3-9-US |

SkypePharma ref. 3-11

“The Use of Hyaluronic Acid to Repair Ischemia Reperfusion Damage”

| Country | Application No. | Publication No. | Status | Application date | Grant date | SkypePharma Ref: |
|-----------|-----------------|-----------------|---------|------------------|------------|------------------|
| Canada | 2061567 | 2061567 | Granted | 20 Feb 92 | 03 Feb 98 | 3-11-CA |
| Singapore | 9602901-2 | 49654 | Granted | 19 Feb 93 | 23 May 00 | 3-11-SG |
| USA | 08/200,309 | 5,674,857 | Granted | 23 Feb 94 | 07 Oct 97 | 3-11-US |

Schedule 2 – Transferred Intellectual Property

SkypePharma ref. 3-13

“Novel Binding Agents and the Use Thereof”

| Country | Application No. | Publication No. | Status | Application date | Grant date | SkypePharma Ref: |
|---------------------|-----------------|-----------------|------------|------------------|------------|------------------|
| Australia | 10912/97 | 725478 | Granted | 23 Dec 96 | 25 Jan 01 | 3-13-AU |
| Canada | 2166155 | | Pending | 27 Dec 95 | - | 3-13-CA |
| EPO | 96941564.5 | 0874624 | Granted | 27 Dec 96 | 03 Dec 03 | 3-13-EP |
| Switzerland | 96941564.5 | 0874624 | Granted | 27 Dec 96 | 03 Dec 03 | 3-13-EP |
| Germany | 96941564.5 | 0874624 | Granted | 27 Dec 96 | 03 Dec 03 | 3-13-EP |
| Spain | 96941564.5 | 0874624 | Granted | 27 Dec 96 | 03 Dec 03 | 3-13-EP |
| France | 96941564.5 | 0874624 | Granted | 27 Dec 96 | 03 Dec 03 | 3-13-EP |
| United Kingdom | 96941564.5 | 0874624 | Granted | 27 Dec 96 | 03 Dec 03 | 3-13-EP |
| Italy | 96941564.5 | 0874624 | Granted | 27 Dec 96 | 03 Dec 03 | 3-13-EP |
| Netherlands | 96941564.5 | 0874624 | Granted | 27 Dec 96 | 03 Dec 03 | 3-13-EP |
| Hungary | P9902059 | | Pending | 23 Dec 96 | - | 3-13-HU |
| Israel | 124828 | | Pending | 23 Dec 96 | - | 3-13-IL |
| Japan | 523930/97 | | Pending | 23 Dec 96 | - | 3-13-JP |
| Mexico | 985211 | | Pending | 23 Dec 96 | - | 3-13-MX |
| South Korea | 704359/98 | | Pending | 23 Dec 96 | - | 3-13-KR |
| International (PCT) | PCT/CA96/00870 | WO 97/24111 | Terminated | 23 Dec 96 | - | 3-13-WO |
| South Africa | 96/10840 | 96/10840 | Granted | 23 Dec 96 | 27 Aug 97 | 3-13-ZA |

SkypePharma ref. 3-14

“Targeting of Dosages of Medicine and Therapeutic Agents”

| Country | Application No. | Publication No. | Status | Application date | Grant date | SkypePharma Ref: |
|---------------------|-----------------|-----------------|------------|------------------|------------|------------------|
| Australia | 76878/96 | 727001 | Granted | 29 Nov 96 | 15 Mar 01 | 3-14-AU |
| Canada | 2164260 | 2164260 | Granted | 01 Dec 95 | 09 Oct 01 | 3-14-CA |
| Hungary | P 9901935 | | Pending | 29 Nov 96 | - | 3-14-HU |
| Israel | 124647 | | Pending | 29 Nov 96 | - | 3-14-IL |
| Japan | 520818/96 | P2000-513707A | Pending | 29 Nov 96 | - | 3-14-JP |
| Mexico | 984343 | | Pending | 29 Nov 96 | - | 3-14-MX |
| South Korea | 703904/98 | | Pending | 29 Nov 96 | - | 3-14-KR |
| South Africa | 96/10039 | 96/10039 | Granted | 29 Nov 96 | 27 Aug 97 | 3-14-ZA |
| International (PCT) | PCT/CA96/00973 | WO 97/20564 | Terminated | 29 Nov 96 | - | 3-14-WO |
| USA | 08/568,489 | 5,817,644 | Granted | 07 Dec 95 | 06 Oct 98 | 3-14-US |

Schedule 3 – Licensed Patent Rights

SkypePharma ref. 3-1

“Treatment of Conditions and Disease”

Products:

HYANALGESE D

| Country | Application No. | Publication No. | Status | Application date | Grant date | SkypePharma Ref: |
|----------------|-----------------|-----------------|---------|------------------|------------|------------------|
| Australia | 52274/93 | 674894 | Granted | 09 Dec 93 | 28 Feb 02 | 3-1-AU |
| Brazil | PI 1101180-7 | | Pending | 18 Sep 90 | - | 3-1-BR |
| Canada | 612307 | 1340994 | Granted | 21 Sep 89 | 16 May 00 | 3-1-CA |
| Czech Republic | PV4598-90 | 288292 | Granted | 18 Sep 90 | 26 Mar 01 | 3-1-CZ |
| EPO | 95100186.6 | 0656213 | Granted | 18 Sep 90 | 13 Nov 02 | 3-1-EP-2 |
| Austria | 95100186.6 | 0656213 | Granted | 18 Sep 90 | 13 Nov 02 | 3-1-EP-2 |
| Belgium | 95100186.6 | 0656213 | Granted | 18 Sep 90 | 13 Nov 02 | 3-1-EP-2 |
| Denmark | 95100186.6 | 0656213 | Granted | 18 Sep 90 | 13 Nov 02 | 3-1-EP-2 |
| France | 95100186.6 | 0656213 | Granted | 18 Sep 90 | 13 Nov 02 | 3-1-EP-2 |
| Germany | 95100186.6 | 0656213 | Granted | 18 Sep 90 | 13 Nov 02 | 3-1-EP-2 |
| Italy | 95100186.6 | 0656213 | Granted | 18 Sep 90 | 13 Nov 02 | 3-1-EP-2 |
| Luxembourg | 95100186.6 | 0656213 | Granted | 18 Sep 90 | 13 Nov 02 | 3-1-EP-2 |
| Netherlands | 95100186.6 | 0656213 | Granted | 18 Sep 90 | 13 Nov 02 | 3-1-EP-2 |
| Spain | 95100186.6 | 0656213 | Granted | 18 Sep 90 | 13 Nov 02 | 3-1-EP-2 |
| Sweden | 95100186.6 | 0656213 | Granted | 18 Sep 90 | 13 Nov 02 | 3-1-EP-2 |
| Switzerland | 95100186.6 | 0656213 | Granted | 18 Sep 90 | 13 Nov 02 | 3-1-EP-2 |
| United Kingdom | 95100186.6 | 0656213 | Granted | 18 Sep 90 | 13 Nov 02 | 3-1-EP-2 |
| EPO | 90914108.7 | 0445255 | Granted | 18 Sep 90 | 16 Dec 95 | 3-1-EP-1 |
| Austria | 90914108.7 | 0445255 | Granted | 18 Sep 90 | 16 Dec 95 | 3-1-EP-1 |
| Belgium | 90914108.7 | 0445255 | Granted | 18 Sep 90 | 16 Dec 95 | 3-1-EP-1 |
| Denmark | 90914108.7 | 0445255 | Granted | 18 Sep 90 | 16 Dec 95 | 3-1-EP-1 |
| France | 90914108.7 | 0445255 | Granted | 18 Sep 90 | 16 Dec 95 | 3-1-EP-1 |
| Germany | 90914108.7 | 0445255 | Granted | 18 Sep 90 | 16 Dec 95 | 3-1-EP-1 |
| Italy | 90914108.7 | 0445255 | Granted | 18 Sep 90 | 16 Dec | 3-1-EP-1 |

| Country | Application No. | Publication No. | Status | Application date | Grant date | SkyePharma Ref: |
|---------------------|-----------------|-----------------|------------|------------------|------------|-----------------|
| | | | | | 95 | |
| Luxembourg | 90914108.7 | 0445255 | Granted | 18 Sep 90 | 16 Dec 95 | 3-1-EP-1 |
| Netherlands | 90914108.7 | 0445255 | Granted | 18 Sep 90 | 16 Dec 95 | 3-1-EP-1 |
| Spain | 90914108.7 | 0445255 | Granted | 18 Sep 90 | 16 Dec 95 | 3-1-EP-1 |
| Sweden | 90914108.7 | 0445255 | Granted | 18 Sep 90 | 16 Dec 95 | 3-1-EP-1 |
| Switzerland | 90914108.7 | 0445255 | Granted | 18 Sep 90 | 16 Dec 95 | 3-1-EP-1 |
| United Kingdom | 90914108.7 | 0445255 | Granted | 18 Sep 90 | 16 Dec 95 | 3-1-EP-1 |
| Finland | 912470 | | Pending | 18 Sep 90 | - | 3-1-FI |
| Hong Kong | 98105089.4 | 1005985A | Pending | 10 Jun 98 | - | 3-1-HK-2 |
| Hong Kong | 447 of 1997 | 0940447 | Granted | 18 Sep 90 | 16 Dec 95 | 3-1-HK-1 |
| Hungary | P/P00656 | 211953 | Granted | 30 Jun 95 | 28 Aug 96 | 3-1-HU-2 |
| Hungary | 7339/90 | 220758 | Granted | 18 Sep 90 | 14 Feb 02 | 3-1-HU-1 |
| Israel | 95745 | 95745 | Granted | 19 Sep 90 | 23 Dec 99 | 3-1-IL |
| Japan | 513204/90 | 3256761 | Granted | 18 Sep 90 | 07 Dec 01 | 3-1-JP |
| Singapore | 9602961-6 | 49658 | Granted | 18 Sep 90 | 20 Jun 00 | 3-1-SG-2 |
| Singapore | 9690493-3 | 33810 | Granted | 18 Sep 90 | 15 Oct 96 | 3-1-SG-1 |
| South Africa | 90/07564 | 90/07564 | Granted | 18 Sep 90 | 04 Jun 91 | 3-1-ZA |
| International (PCT) | PCT/CA90/00306 | WO 91/04058 | Terminated | 18 Sep 90 | - | 3-1-WO |
| USA | 08/465,335 | 5,811,410 | Granted | | | 3-1-US-1 |
| USA | 08/286,263 | 5,827,834 | Granted | | | 3-1-US-2 |
| USA | 08/462,615 | 5,830,882 | Granted | | | 3-1-US-3 |
| USA | 08/462,147 | 5,852,002 | Granted | | | 3-1-US-4 |
| USA | 08/462,614 | 5,914,314 | Granted | | | 3-1-US-5 |
| USA | 08/462,148 | 5,929,048 | Granted | | | 3-1-US-6 |
| USA | 08/461,124 | 5,932,560 | Granted | | | 3-1-US-7 |
| USA | 08/462,154 | 5,985,850 | Granted | | | 3-1-US-8 |
| USA | 08/744,852 | 5,985,851 | Granted | | | 3-1-US-9 |
| USA | 08/461,565 | 6,048,844 | Granted | | | 3-1-US-10 |
| USA | 07/675,908 | 6,069,135 | Granted | | | 3-1-US-11 |
| USA | 08/460,978 | 6,194,392 | Granted | | | 3-1-US-12 |

SkypePharma ref. 3-3

"Treatment of Disease Employing Hyaluronic Acid and NSAIDs"

Products:

HYANALGESE D

| Country | Application No. | Publication No. | Status | Application date | Grant date | SkypePharma Ref: |
|---------------------|-----------------|-----------------|------------|------------------|------------|------------------|
| Australia | 42729/00 | | Pending | 28 Jun 00 | - | 3-3-AU |
| Canada | 2061566 | 2061566 | Granted | 20 Feb 92 | 09 Jul 02 | 3-3-CA-1 |
| Canada | 2089635 | | Pending | 16 Feb 93 | - | 3-3-CA-2 |
| Chile | 184-93 | | Pending | 18 Feb 93 | - | 3-3-CL |
| Czech Republic | PV 229-93 | 290534 | Granted | 18 Feb 93 | 14 Aug 02 | 3-3-CZ |
| EPO | 93903755.2 | 0626864 | Pending | | - | 3-3-EP |
| Hong Kong | 98105084.9 | | Pending | 10 Jun 98 | - | 3-3-HK |
| Hungary | P9303283 | | Pending | 16 Feb 93 | - | 3-3-HU-1 |
| Hungary | P/P 00650 | 211689 | Granted | | 15 Dec 95 | 3-3-HU-2 |
| Japan | 514408/93 | | Pending | 16 Feb 93 | - | 3-3-JP |
| Mexico | 930905 | | Pending | 19 Feb 93 | - | 3-3-MX |
| New Zealand | 249072 | 249072 | Granted | 19 Feb 93 | | 3-3-NZ-1 |
| New Zealand | 299281 | 299281 | Granted | 03 Sep 96 | 16 Aug 01 | 3-3-NZ-2 |
| South Korea | 97-0702858 | 0334973 | Granted | 16 Feb 93 | 19 Apr 02 | 3-3-KR |
| Singapore | 9607976-9 | 49874 | Granted | 16 Feb 93 | 08 Apr 02 | 3-3-SG |
| South Africa* | 93/01174 | 93/01174 | Granted | 20 Feb 93 | | 3-3-ZA |
| International (PCT) | PCT/CA93/00062 | WO 93/16733 | Terminated | 16 Feb 93 | - | 3-3-WO |
| USA | 07/838,675 | 5,639,738 | Granted | | | 3-3-US-1 |
| USA | 08/018,508 | 5,792,753 | Granted | | | 3-3-US-2 |
| USA | 08/468,329 | 5,824,658 | Granted | | | 3-3-US-3 |
| USA | 08/290,848 | 5,910,489 | Granted | | | 3-3-US-4 |
| USA | 08/466,774 | 5,914,322 | Granted | | | 3-3-US-5 |
| USA | 08/466,778 | 5,962,433 | Granted | | | 3-3-US-6 |
| USA | 08/466,775 | 6,017,900 | Granted | | | 3-3-US-7 |

Schedule 4 – Licensed Patent Rights

SkypePharma ref. 3-4

“Use of Hyaluronic Acid and Forms to Prevent Arterial Restenosis”

Products:

CARDI-CLEAR

| Country | Application No. | Publication No. | Status | Application date | Grant date | SkypePharma Ref: |
|---------------------|-----------------|-----------------|------------|------------------|------------|------------------|
| Australia | 70224/96 | 702929 | Granted | 22 Sep 93 | 24 Jun 99 | 3-4-AU-2 |
| Australia | 48126/93 | 670117 | Granted | 22 Sep 93 | 22 Oct 96 | 3-4-AU-1 |
| Canada | 2079205 | 2079205 | Granted | 25 Sep 92 | 10 Feb 98 | 3-4-CA-1 |
| Canada | 2106695 | 2106695 | Granted | 22 Sep 93 | 18 Jan 00 | 3-4-CA-2 |
| Czech Republic | PV 662-95 | 288986 | Granted | 22 Sep 93 | 16 Aug 01 | 3-4-CZ |
| EPO | 93920624.9 | 0661981 | Granted | 22 Sep 93 | 07 Aug 96 | 3-4-EP |
| Austria | 93920624.9 | 0661981 | Granted | 22 Sep 93 | 07 Aug 96 | 3-4-EP |
| Belgium | 93920624.9 | 0661981 | Granted | 22 Sep 93 | 07 Aug 96 | 3-4-EP |
| Denmark | 93920624.9 | 0661981 | Granted | 22 Sep 93 | 07 Aug 96 | 3-4-EP |
| France | 93920624.9 | 0661981 | Granted | 22 Sep 93 | 07 Aug 96 | 3-4-EP |
| Germany | 93920624.9 | 0661981 | Granted | 22 Sep 93 | 07 Aug 96 | 3-4-EP |
| Greece | 93920624.9 | 0661981 | Granted | 22 Sep 93 | 07 Aug 96 | 3-4-EP |
| Ireland | 93920624.9 | 0661981 | Granted | 22 Sep 93 | 07 Aug 96 | 3-4-EP |
| Italy | 93920624.9 | 0661981 | Granted | 22 Sep 93 | 07 Aug 96 | 3-4-EP |
| Luxembourg | 93920624.9 | 0661981 | Granted | 22 Sep 93 | 07 Aug 96 | 3-4-EP |
| Monaco | 93920624.9 | 0661981 | Granted | 22 Sep 93 | 07 Aug 96 | 3-4-EP |
| Netherlands | 93920624.9 | 0661981 | Granted | 22 Sep 93 | 07 Aug 96 | 3-4-EP |
| Portugal | 93920624.9 | 0661981 | Granted | 22 Sep 93 | 07 Aug 96 | 3-4-EP |
| Spain | 93920624.9 | 0661981 | Granted | 22 Sep 93 | 07 Aug 96 | 3-4-EP |
| Sweden | 93920624.9 | 0661981 | Granted | 22 Sep 93 | 07 Aug 96 | 3-4-EP |
| Switzerland | 93920624.9 | 0661981 | Granted | 22 Sep 93 | 07 Aug 96 | 3-4-EP |
| United Kingdom | 93920624.9 | 0661981 | Granted | 22 Sep 93 | 07 Aug 96 | 3-4-EP |
| Hong Kong | 0970353 | 0970353 | Granted | 22 Sep 93 | 20 Mar 97 | 3-4-HK |
| Hungary | P/P 00651 | 211698 | Granted | 01 Jul 94 | | 3-4-HU-2 |
| Hungary | P9500857 | | Pending | 22 Feb 93 | - | 3-4-HU-1 |
| Israel | 107087 | | Pending | 23 Sep 93 | - | 3-4-IL |
| Japan | 508543/94 | | Pending | 22 Feb 93 | - | 3-4-JP |
| Mexico | 9305887 | 196254 | Granted | 24 Sep 93 | 03 May 00 | 3-4-MX |
| New Zealand | 255978 | 255978 | Granted | 22 Sep 93 | | 3-4-NZ-1 |
| New Zealand | 299942 | 299942 | Granted | 22 Sep 93 | 06 Sep 01 | 3-4-NZ-2 |
| Norway | 19951122 | 309457 | Granted | 22 Feb 93 | 05 Feb 01 | 3-4-NO |
| South Africa | 93/07068 | 93/07068 | Granted | 24 Sep 93 | 29 Jun 94 | 3-4-ZA |
| International (PCT) | PCT/CA93/00388 | WO 94/07505 | Terminated | 22 Sep 93 | - | 3-4-WO |
| USA | 08/996,470 | | Pending | | | 3-4-US-1 |
| USA | 08/285,764 | 5,614,506 | Granted | 03 Aug 94 | 25 Mar 97 | 3-4-US-2 |
| USA | 08/125,938 | 5,834,444 | Granted | 23 Sep 93 | 10 Nov 98 | 3-4-US-3 |
| USA | 08/403,766 | 6,022,866 | Granted | 22 Sep 93 | 08 Feb 00 | 3-4-US-4 |

SkypePharma ref. 3-5

“Use of Hyaluronic Acid and Forms to Prevent Arterial Restenosis”

Products:
CARDI-CLEAR

| Country | Application No. | Publication No. | Status | Application date | Grant date | SkyePharma Ref: |
|---------------------|-----------------|-----------------|------------|------------------|------------|-----------------|
| International (PCT) | PCT/CA94/00188 | WO 95/26193 | Terminated | 25 Mar 94 | - | 3-5-WO |
| USA | 08/448,503 | 5,990,095 | Granted | 26 Jul 95 | 23 Nov 99 | 3-5-US |
| Canada | 2120045 | 2120045 | Granted | 25 Mar 94 | 30 May 00 | 3-5-CA |

SkyePharma ref. 3-10

“Treatment of Mucous Membrane Disease, Trauma or Condition and for the Relief of Pain Thereof”

Products:
ORALEASE

| Country | Application No. | Publication No. | Status | Application date | Grant date | SkyePharma Ref: |
|---------------------|-----------------|-----------------|------------|------------------|------------|-----------------|
| Australia | 63519/96 | 719257 | Granted | 18 Jul 96 | 17 Aug 00 | 3-10-AU |
| Canada | 2154103 | 2154103 | Granted | 18 Jul 95 | 24 Feb 98 | 3-10-CA |
| EPO | 96922722.2 | 0839052 | Granted | 18 Jul 96 | 08 May 02 | 3-10-EP |
| Belgium | 96922722.2 | 0839052 | Granted | 18 Jul 96 | 08 May 02 | 3-10-EP |
| France | 96922722.2 | 0839052 | Granted | 18 Jul 96 | 08 May 02 | 3-10-EP |
| Germany | 96922722.2 | 0839052 | Granted | 18 Jul 96 | 08 May 02 | 3-10-EP |
| Italy | 96922722.2 | 0839052 | Granted | 18 Jul 96 | 08 May 02 | 3-10-EP |
| Luxembourg | 96922722.2 | 0839052 | Granted | 18 Jul 96 | 08 May 02 | 3-10-EP |
| Netherlands | 96922722.2 | 0839052 | Granted | 18 Jul 96 | 08 May 02 | 3-10-EP |
| Spain | 96922722.2 | 0839052 | Granted | 18 Jul 96 | 08 May 02 | 3-10-EP |
| Switzerland | 96922722.2 | 0839052 | Granted | 18 Jul 96 | 08 May 02 | 3-10-EP |
| United Kingdom | 96922722.2 | 0839052 | Granted | 18 Jul 96 | 08 May 02 | 3-10-EP |
| Japan | 506120 | | Pending | 18 Jul 96 | - | 3-10-JP |
| New Zealand | 321073 | 321073 | Granted | 18 Jul 96 | 08 Jun 00 | 3-10-NZ |
| International (PCT) | PCT/CA96/00488 | WO 97/03699 | Terminated | 18 Jul 96 | - | 3-10-WO |
| USA | 08/503,919 | 5,972,906 | Granted | 19 Jul 95 | 26 Oct 99 | 3-10-US-1 |
| USA | 08/981,602 | 6,159,955 | Granted | 18 Jul 96 | 12 Dec 00 | 3-10-US-2 |

SkypePharma ref. 3-12

“Oral Administration of Effective Amounts of Forms of Hyaluronic Acid”

SkypePharma AG ref. P1421

Priority filing dates: 24 December 1996; 11 January 1996
Filing date: 08 January 1997
Expiry date: 08 January 2017

| Country | Application No. | Publication No. | Status | Application date | Grant date | SkypePharma Ref: |
|---------------------|-----------------|-----------------|------------|------------------|------------|------------------|
| Australia | 11876/97 | 732344 | Granted | 08 Jan 97 | 06 Sep 01 | 3-12-AU |
| Canada | 2167044 | 2167044 | Granted | 11 Jan 96 | 07 Aug 01 | 3-12-CA |
| EPO | 97900058.5 | 0873128 | Pending | 08 Jan 97 | - | 3-12-EP |
| Hungary | P9902285 | | Pending | 08 Jan 97 | - | 3-12-HU |
| Israel | 124977 | | Pending | 08 Jan 97 | - | 3-12-IL |
| Japan | 524694/97 | | Pending | 08 Jan 97 | - | 3-12-JP |
| Mexico | 985588 | | Pending | 08 Jan 97 | - | 3-12-MX |
| South Africa | 97/00210 | 97/00210 | Granted | 10 Jan 97 | 23 Sep 97 | 3-12-ZA |
| International (PCT) | PCT/CA97/00007 | WO 97/25051 | Terminated | 08 Jan 97 | - | 3-12-WO |
| USA | 09/101,286 | 6,537,978 | Granted | 06 Jul 98 | 25 Mar 03 | 3-12-US |

SCHEDULE 5- Transferred Intellectual Property – Trade-marks

| Trade-mark | Country | Application No./Registration No. | Status | Application date | Grant date | Registered Owner |
|------------|--------------------------|----------------------------------|------------|------------------|------------|------------------|
| ORALEASE | Canada | 826285 | Pending | 10/21/1996 | | Jagotec AG |
| ORALEASE | New Zealand | 269851 269851 | Registered | 11/22/1996 | 11/22/1996 | Jagotec AG |
| ORALEASE | United Kingdom | 2116576 2116476 | Registered | 10/21/1996 | 11/22/1996 | Jagotec AG |
| ORALEASE | United States of America | 76/131,124 | Abandoned | 9/19/2000 | | Jagotec AG |

| Trade-mark | Country | Application No./Registration No. | Status | Application date | Grant date | Registered Owner: |
|-------------|----------------|----------------------------------|------------|------------------|------------|-------------------|
| CARDI-CLEAR | Australia | 722522 722522 | Registered | 11/22/1996 | 11/22/1996 | Jagotec AG |
| CARDI-CLEAR | Canada | 826189 TMA481056 | Registered | 10/21/1996 | 8/21/1997 | Jagotec AG |
| CARDI-CLEAR | New Zealand | 269850 269850 | Registered | 11/22/1996 | 11/22/1996 | Jagotec AG |
| CARDI-CLEAR | United Kingdom | 2116475 2116475 | Registered | 11/22/1996 | 11/22/1996 | Jagotec AG |

| Trade-mark | Country | Application No./Registration No. | Status | Application date | Grant date | Registered Owner: |
|---------------|---------------|----------------------------------|--------------------|------------------|------------|---------------------------|
| VISIBLE YOUTH | Norway | 200212169 219974 | Registered | 12/20/2002 | 7/24/2003 | Jagotec AG |
| VISIBLE YOUTH | Canada | 656517 TMA393144 | Registered | 5/3/1990 | 1/24/1992 | Jagotec AG |
| VISIBLE YOUTH | Australia | 768865 768865 | Registered | 7/29/1998 | 7/29/1998 | Jagotec AG |
| VISIBLE YOUTH | United States | 76/457421 | Accepted for Grant | 10/10/2002 | | Jagotec AG |
| VISIBLE YOUTH | EU Community | 2984367 | Advertised | 12/11/2002 | | Jagotec AG |
| VISIBLE YOUTH | France | 11507 1590434 | Registered | 4/27/1990 | 4/27/1990 | Hyal Pharmaceutical Corp. |
| VISIBLE YOUTH | Switzerland | 10622/2002 508958 | Registered | 12/16/2002 | 12/16/2002 | Jagotec AG |
| VISIBLE YOUTH | Japan | 2457750 2457750 | Registered | 7/3/1990 | 9/30/1992 | Jagotec AC |

**SCHEDULE 6- LICENSE OF CERTAIN TRANSFERRED
INTELLECTUAL PROPERTY**

SCHEDULE 7- LICENSE OF LICENSED PATENT RIGHTS

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